

STATE OF IDAHO  
DEPARTMENT OF WATER RESOURCES

RECEIVED

FEB 15 2012

Department of Water Resources  
Eastern Region

Notice of Change in Water Right Ownership

1. List the numbers of all water rights and/or adjudication claim records to be changed. If you only acquired a portion of the water right or adjudication claim, check "Yes" in the "Split?" column.

| Water Right/Claim No. | Split?                                  | Water Right/Claim No. | Split?                       | Water Right/Claim No. | Split?                       |
|-----------------------|-----------------------------------------|-----------------------|------------------------------|-----------------------|------------------------------|
| 13 - 771 A+B          | Yes <input checked="" type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
| 13 - 772 A+B          | Yes <input checked="" type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
| 13 - 773 A+B          | Yes <input checked="" type="checkbox"/> |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/>            |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |
|                       | Yes <input type="checkbox"/>            |                       | Yes <input type="checkbox"/> |                       | Yes <input type="checkbox"/> |

2. Previous Owner's Name: Emil M. Hansen  
Name of current water right holder/claimant
3. New Owner(s)/Claimant(s): Leon Anderson, Ralph Anderson, Michael Johnson, Jon Hall, Lyle Shupe, Lee Hall,  
Name of each new owner as listed on the conveyance document  
Franklin Farnsworth, Ronald Hamm, Barry Hansen, Richard Campbell, Vaughn Benson  
New owner continued ☐ Name connector ☒ and ☐ or ☐ and/or  
314 Lago-Liberty Road  
Mailing address  
Grace Idaho 83241  
City State ZIP  
208-427-6233 analogdr@ida.net  
Telephone Email

4. If the water rights and/or adjudication claims were split, how did the division occur?  
☐ The water rights or claims were divided as specifically identified in a deed, contract, or other conveyance document.  
☒ The water rights or claims were divided proportionately based on the portion of their place(s) of use acquired by the new owner.
5. Date you acquired the water rights and/or claims listed above: Multiple dates
6. This form must be signed and submitted with the following **REQUIRED** items:
- A copy of the conveyance document – warranty deed, quitclaim deed, court decree, contract of sale, etc. The conveyance document must include a legal description of the property or description of the water right(s) if no land is conveyed.
  - Plat map, survey map or aerial photograph which clearly shows the place of use and point of diversion for each water right and/or claim listed above (if necessary to clarify division of water rights or complex property descriptions).
  - Filing fee (see instructions for further explanation):
    - \$25 per *undivided* water right.
    - \$100 per *split* water right.
    - No fee is required for pending adjudication claims.

7. Signature: Dr. Ronald Hamm President of Water District 13Q February 14, 2012  
Signature of new owner/claimant Title, if applicable Date
- Signature: \_\_\_\_\_  
Signature of new owner/claimant Title, if applicable Date

For IDWR Office Use Only:

Received by JC/JB Date 4/30/08 Receipt No. E034001 Receipt Amt. \$300.-  
Approved by JC/JB Processed by JB Date 3/22/2012  
Form 42-248/42-1409(6) Rev. 07/10 JC approved use of previous receipt.

To: James Cefalo  
Deph of Water Resources  
Fax 208-525-7177

From: Kathryn Campbell Kelly  
307-532-5634

Re Water Rights  
13-771-13-772-13-773  
Middle Fork Trout Creek

## Warranty Deed

COPY

THIS INDENTURE, Made this 2nd day of February  
in the year of our Lord One Thousand Nine Hundred and Seventy-seven, between

Reid E. Hansen and Kathy Hansen, husband and wife,  
of Grace, County of Caribou, State of Idaho  
the parties of the first part, and

Dale Peterson and Ilene L. Peterson, husband and wife,  
of Grace, County of Caribou, State of Idaho 83241  
the parties of the second part:

WITNESSETH: That the said part ies of the first part, for and in consideration of the sum of  
ONE HUNDRED SIXTY THOUSAND AND NO/100 - - - - - DOLLARS,  
lawful money of the United States of America, to them in hand paid by the said part ies of the second part, the receipt  
whereof is hereby acknowledged

of the second part, and to their heirs and assigns forever: All that certain lot or parcels of land situate, lying and being in the County of Caribou State of Idaho, bounded and more particularly described as follows, to-wit:

Township 11 South, Range 41 East of the Boise Meridian:

Section 16: SE $\frac{1}{4}$ SW $\frac{1}{4}$ , EXCEPT THEREFROM, Beginning at a point 300 feet East of the Southwest corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 16, and running thence North 150 feet; thence West 200 feet; thence South 150 feet; thence East 200 feet, to the point of beginning.

Section 21: NW $\frac{1}{4}$ , EXCEPT THEREFROM, Beginning at a point 800 feet East of the Northwest corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$  of said Section 21, and running  
thence South 100 feet; thence East 100 feet;  
thence North 100 feet; thence West 100 feet,  
to the point of beginning.

Together with the following decreed water in Middle Fork of Trout Creek, to-wit:

1.3 cfs 5-1-1885  
.2 cfs 5-1-1899  
1.6 cfs 5-1-1884  
1.46 cfs 4-25-1901

Parties of the first part reserve the right to themselves and their heirs, to hunt on said premises, and to take friends, as guests, on said premises, to hunt during all legal hunting seasons.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident unto the said part ies of the second part, and to their heirs and assigns forever. And the said part ies of the first part, and their heirs the said premises in the quiet and peaceable possession of the said part ies of the second part their heirs and assigns against the said part ies of the first part, and their heirs and against all and every person or persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seal <sup>8</sup> the day and year first above written.

*Signed, Sealed and Delivered in the Presence of*

Signed, Sealed and Delivered in the Presence of

\_\_\_\_\_ [Seal]  
\_\_\_\_\_ [Seal]  
\_\_\_\_\_ [Seal]  
\_\_\_\_\_ [Seal]  
\_\_\_\_\_ [Seal]

*Kathy Harrison* [Seal]



## JOINT WATER RIGHTS CONVEYANCE AGREEMENT

The undersigned are the current owners of properties originally making up two hundred acres that belonged to Lars Hansen in the Lago area of Caribou County. This property is located in the N ½ of the NW ¼ of Section 21, the W ½ of the SW ¼ of Section 16, and the SE ¼ of the SW ¼ of Section 16, Township 11S, Range 41E. Due to mistakes and oversights in the preparation of deeds and conveyance instruments in the past, there presently exists a disproportionate distribution of the water rights originally decreed to this property in 1920 (Bear River Decree, entry 365). Those rights are listed as:

May 1, 1885 1.5 cfs (originally 11-709 and subsequently renumbered 13- 771)

May 1, 1899 1.0 cfs (originally 11-710 and subsequently renumbered 13-772)

April 25, 1901 1.5 cfs (originally 11-711 and subsequently renumbered 13-773)

All eleven of the current owners and signatories of this document believe that this disparage needs to be rectified to prevent confusion in future conveyances. We are in agreement that the four cfs of water in the rights listed above should be distributed evenly to the two hundred acres in the original decree. This would be equal to 0.02 total cfs/acre. The 0.02 total cfs per acre will be comprised of a proportionate share of all three of the water rights.

The amount of water each owner is entitled to is based on the number of acres owned within the 200-acre original place of use. To determine those acreages, we referred to and have attached copies of the most-recent warranty deeds for the eleven properties in question. Those documented acreages and the cfs of water that should be assigned to each property are summarized in the following table:

| NAME                             | ACRES      | %          | 5/1/1885    | 5/1/1899    | 4/25/1901   |
|----------------------------------|------------|------------|-------------|-------------|-------------|
| Leon & Charleena Anderson        | 4.1        | 2.05       | 0.031       | 0.021       | 0.031       |
| Ralph & Twila Anderson           | 2.4        | 1.20       | 0.018       | 0.012       | 0.018       |
| Michael & Gloria Johnson         | 2.4        | 1.20       | 0.018       | 0.012       | 0.018       |
| Jon & Patricia Hall              | 5.0        | 2.50       | 0.038       | 0.025       | 0.038       |
| Lyle & Sonya Shupe               | 30.1       | 15.05      | 0.23        | 0.15        | 0.23        |
| Franklin & Eileen Farnsworth     | 36.0       | 18.00      | 0.27        | 0.18        | 0.27        |
| Ronald & Mary Ann Hamm           | 37.8       | 18.90      | 0.28        | 0.19        | 0.28        |
| Barry & Sandra Hansen            | 0.7        | 0.35       | 0.005       | 0.004       | 0.005       |
| Lee & Juanita Hall Family Trust  | 0.2        | 0.10       | 0.002       | 0.001       | 0.002       |
| Richard Campbell / Kathryn Kelly | 79.8       | 39.90      | 0.60        | 0.40        | 0.60        |
| Vaughn & Cecilia Benson          | 1.5        | 0.75       | 0.011       | 0.008       | 0.011       |
| <b>Totals</b>                    | <b>200</b> | <b>100</b> | <b>1.50</b> | <b>1.00</b> | <b>1.50</b> |

An examination of the deeds provided reveals that they were created by individuals who did not understand the technicalities of irrigation water management. The result is an intractable morass of conflicting claims and incompatible documentations. The efforts of individual owners to resolve this conundrum in the past have proved fruitless (Hamm and Shupe). The Idaho Department of Water Resources suggested that all of the property owners under the original place of use should get together

and coordinate a comprehensive solution. To that end, we have created and executed this Joint Water Rights Conveyance Agreement.

As part of this conveyance agreement, the undersigned authorize Dr. Ronald Hamm, the current president of the Middle Fork of Trout Creek Canal Company, to pursue a joint ownership change with the Idaho Department of Water Resources, splitting each of the three water rights into eleven portions and updating the ownership of the split portions of the water rights to be consistent with this agreement. The water rights should be changed from Lars Hansen to each of the eleven individual signatories in the amounts listed in the table above.

This agreement is intended to supersede all previous deeds, conveyances, and agreements pertaining to the three water rights listed above. This would include all previous or current splits and iterations such as 11-709, 11-709A, 11-709B, 13-771, 13-771A, 13-771B, 11-710, 11-710A, 11-710B, 13-772, 13-772A, 13-772B, 11-711, 11-711A, 11-711B, 13-773, 13-773A, and 13-773B.

#### Quit Claim Deed

By signing this Joint Water Rights Conveyance Agreement, I hereby quitclaim all of my claim, title, and interest to water rights 13-771, 13-772, and 13-773, or any of the previous or current splits and iterations of those water rights (as noted above) to the property owners within the N ½ of the NW ¼ of Section 21, the W ½ of the SW ¼ of Section 16, and the SE ¼ of the SW ¼ of Section 16, Township 11S, Range 41E, in exchange for sole and independent ownership of a proportionate share of all three of the water rights based on the number of acres I own within the original 200-acre place of use. The number of acres I own and my portion of the water rights are accurately indicated in the table above.

Ronald and Mary Ann Hamm

Dr Ronald Hamm 1, 17, 2012  
Signature/Date  
Mary Ann Hamm 1-17-2012  
Signature/Date

Richard Campbell

Richard Campbell 1-19-12  
Signature/Date

Lee and Juanita Hall

Lee W. Hall 1-18-12  
Signature/Date  
Juanita W Hall 1-18-12  
Signature/Date

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Kathryn and Neal Kelly

Kathryn Campbell Kelly Jan 20/2012  
Signature/Date

Neal E. Kelly Feb. 20, 2012  
Signature/Date

State of Wyoming

ss

County of Goshen

The foregoing instrument was acknowledged before me by

Neal & Kathryn Kelly, this 20th day of January, 2012.

Witness my hand and official seal.

Holly Jo Lara  
Notary Public



My commission expires: February 20, 2013

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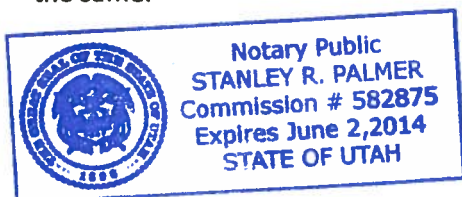
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|                       |                  |
|-----------------------|------------------|
| <u>Vaughn Benson</u>  | <u>1-27-2012</u> |
| Vaughn Benson         | Date             |
| <u>Cecelia Benson</u> | <u>1-27-2012</u> |
| Cecelia Benson        | Date             |

STATE OF UTAH )  
                                  :SS.  
County of Cache )

On the 27 day of January, 2012, personally appeared before me Vaughn Benson and Cecelia Benson, the signers of the within instrument, who duly acknowledged to me that they executed the same.



[Signature]  
Notary Public

and coordinate a comprehensive solution. To that end, we have created and executed this Joint Water Rights Conveyance Agreement.

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Michael and Gloria Johnson

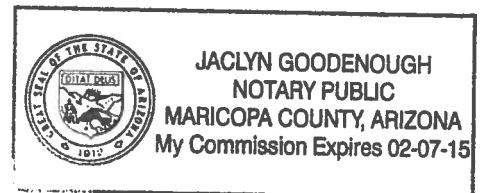
Michael Johnson 1-23-2012  
Signature/Date

Gloria Johnson 1-23-2012  
Signature/Date

STATE OF ARIZONA }  
COUNTY OF MARICOPA }SS

This instrument was acknowledged before me this 23 day of JANUARY 2012, by MICHAEL + GLORIA JOHNSON  
In witness whereof I herewith set my hand and official seal.

[Signature] NOTARY PUBLIC



Leon and Charleena Anderson

Leon E. Anderson 1/20/12  
Signature/Date  
Charleena Rae Anderson 1/20/12  
Signature/Date

Ralph and Twila Anderson

Ralph O. Anderson 1-25-12  
Signature/Date  
Twila W. Anderson 1-27-12  
Signature/Date

Jon & Patricia Hall

Jon L. Hall 2-10-2012  
Signature/Date  
Patricia L. Hall 2-10-2012  
Signature/Date

Lyle and Sonya Shupe

Lyle P. Shupe 1-17-2012  
Signature/Date

Signature/Date

Franklin and Eileen Farnsworth

Franklin D. Farnsworth 1-18-12  
Signature/Date  
Eileen D. Farnsworth 1-18/12  
Signature/Date

Berry and Sandra Hansen

Berry Hansen 1-31-2012  
Signature/Date  
Sandra Hansen 1-24-12  
Signature/Date

ACKNOWLEDGMENT CERTIFICATE  
(INDIVIDUAL PERSONALLY KNOWN BY NOTARY)

STATE OF IDAHO )

S.S.

COUNTY OF CARIBOU )

On this 17th day of January, in the year of 20 12, before me Tom McBride a notary public, personally appeared Ronald & Mary Ann Hamm, Lyle Shupe, personally known to me to be the person (s) whose name (s) is (are) subscribed to the within instrument, and acknowledged to me that he (she) (they) executed the same.

On this 18th day of January, in the year of 20 12, before me Tom McBride a notary public, personally appeared Lee & Luanita Hall, Franklin & Eileen Farnsworth, personally known to me to be the person (s) whose name (s) is (are) subscribed to the within instrument, and acknowledged to me that he (she) (they) executed the same.

On this 19th day of January, in the year of 20 12, before me Tom McBride a notary public, personally appeared Richard Campbell, personally known to me to be the person (s) whose name (s) is (are) subscribed to the within instrument, and acknowledged to me that he (she) (they) executed the same.

On this 20th day of January, in the year of 20 12, before me Tom McBride a notary public, personally appeared Leon & Charleena Anderson, personally known to me to be the person (s) whose name (s) is (are) subscribed to the within instrument, and acknowledged to me that he (she) (they) executed the same.

On this 24th day of January, in the year of 20 12, before me Tom McBride a notary public, personally appeared Sandra Hansen, personally known to me to be the person (s) whose name (s) is (are) subscribed to the within instrument, and acknowledged to me that he (she) (they) executed the same.

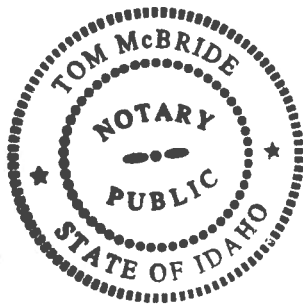
On this 25th day of January, in the year of 20 12, before me Tom McBride a notary public, personally appeared Ralph Anderson, personally known to me to be the person (s) whose name (s) is (are) subscribed to the within instrument, and acknowledged to me that he (she) (they) executed the same.

On this 27th day of January, in the year of 20 12, before me Tom McBride a notary public, personally appeared Twila Anderson, personally known to me to be the person (s) whose name (s) is (are) subscribed to the within instrument, and acknowledged to me that he (she) (they) executed the same.

On this 31st day of January, in the year of 20 12, before me Tom McBride a notary public, personally appeared Berry Hansen, personally known to me to be the person (s) whose name (s) is (are) subscribed to the within instrument, and acknowledged to me that he (she) (they) executed the same.

On this 10th day of February, in the year of 20 12, before me Tom McBride a notary public, personally appeared Jon & Patricia Hall, personally known to me to be the person (s) whose name (s) is (are) subscribed to the within instrument, and acknowledged to me that he (she) (they) executed the same.

SEAL



A handwritten signature of Tom McBride in cursive script.

Notary Public

My Commission Expires on 8/21/14

PERSON ACKNOWLEDGING INSTRUMENT UNKNOWN TO  
NOTARY BUT PROVEN TO BE SIGNER BY SATISFACTORY

# WARRANTY DEED

Dale and Ileene L. Peterson

grantor S of Sherwood  
CONVEY and WARRANT to

, County of Washington

. State of <sup>Oregon</sup> hereby

Vaughn C. and Cecelia J. Benson

grantees of Logan, Utah  
for the sum of Ten Dollars and other valuable considerations  
the following described tract of land in Caribou

County, State of Idaho

Township 11 South Range 41 East of the Boise Meridian

Section 16: That portion of land in the SE $\frac{1}{4}$  SE $\frac{1}{4}$  SW $\frac{1}{4}$  lying South of  
the right of way road to Trout Creek Spring, containing  
1.5 Acres M/L.  
Together with the following decreed water in Middle Fork  
of Trout Creek, to-wit: .05 cfs 5-1-1899

Subject to a Federal Land Bank Mortgage and a Real Estate Contract currently  
in effect.

Water Right # 365 ?

STATE OF IDAHO  
County of Caribou

88

116163

I hereby certify that this instrument was filed  
at the request of Dale Peterson  
at 3:00 o'clock P M this 25 day of  
April, 1983 in my office and duly  
recorded in Microfilm Records

Myrna W. Archibald

200  
Ex-Officio Recorder

Clara Archibald  
Deputy

WITNESS, the hand of said grantor S, this

12<sup>th</sup> day of January A. D. 1983

Signed in the presence of

Dale Peterson  
Ileene L. Peterson

STATE OF OREGON  
County of Clackamas ss.

On the 12<sup>th</sup> day of January  
A. D. 1983 personally appeared before me  
Dale and Ileene L.  
Peterson

## RECORDING DATA

Entry No.

Fee \$

RECORDED ☐ INDEXED ☐  
PLATTED ☐ ABSTRACTED ☐  
COMPARED ☐ DELIVERED ☐

# WARRANTY DEED

For Value Received TEN DOLLARS AND OTHER VALUABLE CONSIDERATION

EDDIE L. RICHINS

the grantor , does hereby grant, bargain, sell and convey unto

BARRY L. HANSEN and SANDRA HANSEN, husband and wife  
Thatcher, Idaho 83283

the grantees , the following described premises, in Bear Lake County Idaho, to wit:

TOWNSHIP 11 SOUTH, RANGE 41 EAST OF THE BOISE MERIDIAN:

Section 16: Beginning at a point 300 feet East of the Southwest corner of the Southeast Quarter of the Southwest Quarter (SE 1/4 SW 1/4) of said Section 16, and running thence North 150 feet; thence West 200 feet; thence South 150 feet; thence East 200 feet, to the Point of Beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees , their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantees , that he is the owner in fee simple of said premises; that they are free from all incumbrances

and that he will warrant and defend the same from all lawful claims whatsoever.

Dated: May 15, 1981

x *Eddie L. Richins*  
x *Barbara H. Richins*

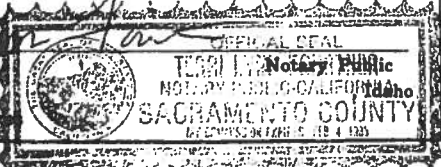
STATE OF ~~MISSOURI~~ CALIFORNIA, COUNTY OF

On this day of May 15, 1981, before me, a notary public in and for said State, personally appeared

EDDIE L. RICHINS AND  
Barbara Richins

known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Residing at  
Comm. Expi



STATE OF IDAHO, COUNTY OF

I hereby certify that this instrument was filed for record at the request of *Southwest Title Co.*

at 55 minutes past 10 o'clock A.M.,  
this 20 day of May, 1981, in my office, and duly recorded in Book of Deeds at page

*Malcolm S. Johnson*

Ex-Officio Recorder

By *Donald Peterson* Deputy.

Fees \$ 2.00  
Mail to:

INSTRUMENT NO 108679

2/4/1985

QUITCLAIM DEED

FOR VALUE RECEIVED

LEE W. HALL, a single man,

does hereby convey, release, remise and forever quit claim unto

JON C. HALL, a married man,

whose current address is: 399 North 2<sup>nd</sup> East  
Soda Springs, Idaho 83276

the following described premises, located in Caribou County, Idaho, to-wit:

Township 11 South, Range 41 East of the Boise Meridian

Section 16: Beginning at the Northeast corner of the NW1/4SW1/4 of said Section 16 and running thence West 466.7 feet; thence South 466.7 feet; thence East 466.7 feet; thence North 466.7 feet, to the point of beginning.

TOGETHER WITH .04 of a c.f.s. of water to be taken from Entry No. 365 of the Decree entered in the case of Utah Power & Light Company vs. The Last Chance Canal Company, Limited, et al, dated July 14, 1920

DATED this 13<sup>th</sup> day of March, 2002.

Lee W. Hall  
LEE W. HALL

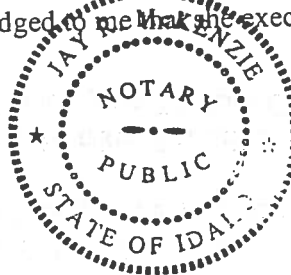
STATE OF IDAHO )  
 ) ss.  
COUNTY OF FRANKLIN )

On this 13<sup>th</sup> day of March, 2002, before me, a Notary Public in and for said State, personally appeared LEE W. HALL, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

[Signature]  
NOTARY PUBLIC

Residing at: Preston, Idaho

My Commission Expires: 11-16-2003



165516

STATE OF IDAHO

County of Caribou

Date: Mar. 15, 2002

Time: 12:45 PM

Official Records

Recorder: Edie Izatt

Deputy: Denise Housley

Fee: 3.00

THIS INSTRUMENT FILED FOR RECORD BY  
CARIBOU LAND TITLE INC. AS AN  
ACCOMMODATION ONLY. IT HAS NOT BEEN  
EXAMINED AS TO ITS EXECUTION OR AS  
TO ITS EFFECT UPON THE TITLE.

170354

STATE OF IDAHO  
COUNTY OF CARIBOU

DATE: Feb. 5, 2004

TIME: 11:50 am

OFFICIAL RECORDS

RECORDER: EDIE BUSH

DEPUTY: Sandra Skisley  
FF: 3.00

QUIT-CLAIM DEED

FOR VALUE RECEIVED, Lee W. Hall, a married man as his sole and separate property and as surviving spouse of Sandra C. Hall, does hereby convey, release, remise and forever quit claim unto Lee W. Hall and Juanita W. Hall, husband and wife, whose address is 2339 Lago Liberty Road, Grace, Idaho, 83241 for the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS, the following described premises, to-wit:

Caribou County, Idaho:

Township 11 South, Range 41 East of the Boise Meridian:  
Section 21: Beginning at a point 800 feet East of the  
Northwest corner of the NE~~1~~NW~~1~~ of said Section 21,  
and running  
thence South 100 feet; thence East 100 feet;  
thence North 100 feet; thence West 100 feet,  
to the point of beginning.

Together with his appurtenances.

DATED: January 29, 2004

Lee W. Hall  
LEE W. HALL

STATE OF IDAHO            )  
                              :    ss.  
County of Caribou        )

On this 5 day of February, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Lee W. Hall, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

**BILLIE ANN STRAATMAN  
NOTARY PUBLIC  
STATE OF IDAHO**

Billie Ann Straatman  
NOTARY PUBLIC for the State of IDAHO  
Residing at: Grace, Idaho  
Commission expires: 8/25/09

P. O. Box 608  
Soda Springs, ID 83276  
Phone: (208) 547-4321

INVOICE

## Caribou Land Title, Inc.

BILLED TO

Mr. & Mrs. Lee Hall  
2339 Lago Liberty Rd.  
Grace, ID 83241

ORDER No.

DATE 1/29/04

Hall, Lee W. & Juanita W,

RE TITLE TO

11-41

Sec 21: 800 ft East of the NW corner  
of the NE $\frac{1}{4}$ NW $\frac{1}{4}$  said Sec and runn  
th S 100 ft; th E 100 ft;  
th N 100 ft; th W 100 ft,  
to the Point of Beginning.

*Pol OK #843  
2/5/04*

TITLE INSURANCE PREMIUM

MISC. FEES

Quit-Claim Deed  
ADVANCE FEES

RECORDING

\$40.00

ESCROW FEES

TOTAL

\$40.00

# CORPORATION WARRANTY DEED

THIS INDENTURE, made this 13th day of February, 1978, between  
in the year of our Lord one thousand nine hundred and Seventy-eight  
Caribou Title Company  
a corporation duly organized and existing under the laws of the state of Idaho, and having  
its principal office in Soda Springs, County of Caribou,  
in the State of Idaho, party of the first part, and  
Ralph O. Anderson and Twila D. Anderson, husband and wife,  
of Grace, County of Caribou,  
State of Idaho, parties of the second part.

WITNESSETH, That the said party of the first part, having been hereunto duly authorized by resolution of its Board of Directors at a meeting duly and regularly called, for and in consideration of the sum of

TWO THOUSAND TWO HUNDRED FIFTY AND NO/100 - - - - - DOLLARS,  
lawful money of the United States of America, to it in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey and confirm unto said parties of the second part and to their heirs and assigns forever all that certain lot, piece or parcel of land lying and being in the County of Caribou, State of Idaho, and more particularly described as follows, to-wit:

Township 11 South, Range 41 East of the Boise Meridian:

Section 16: Beginning at a point 700.05 feet West of the Northeast corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 16, and running thence West 233.35 feet; thence South 466.7 feet; thence East 233.35 feet; thence North 466.7 feet, to the point of beginning.

TOGETHER, With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof, and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said party of the first part.

TO HAVE AND TO HOLD. All and singular the above mentioned and described premises together with the appurtenances and privileges thereunto incident unto the said parties of the second part and to their heirs and assigns forever, and the said party of the first part and its successors, the said premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns against the said party of the first part, and its successors, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said party of the first part has caused these presents to be executed and its corporate name hereunto subscribed, and its corporate seal hereunto affixed by its president and secretary, in pursuance to said resolution the day and year first above written.

CARIBOU TITLE COMPANY  
a Corporation

(SEAL)

By Helen B. Kingsford  
President.

Attest:  
Leonard O. Kingsford  
Secretary.

Signed, sealed and delivered in the presence of:

STATE OF IDAHO,

COUNTY OF Caribou.

ss.

On this 13th day of February, in the year 1978,  
before me, the undersigned, a Notary Public in and for said  
State, personally appeared Helen B. Kingsford and

Leonard O. Kingsford known to me to be the President  
and the Secretary of the corporation that executed the foregoing instruments and  
acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this  
certificate first above written.

*Rena Jean Benson*

Notary Public for the State of Idaho.

Residing at Soda Springs, Idaho.

My commission expires: Lifetime.

No. 95039  
Corporation Warranty Deed

Caribou Title Company,  
an Idaho corporation,

TO

Ralph O. Anderson and Twila D.  
Anderson, husband and wife,  
Star Route P. O. Box 395,  
Grace, Idaho 83241.

Dated February 13, 1978.

STATE OF IDAHO,  
County of Caribou.

I hereby certify that this instrument was  
filed for record at the request of

Caribou Title Co.

at 30 minutes past 1  
o'clock P. M., this 14th day  
of February, A. D. 1978  
at my office and duly recorded in

Microfilm Records.

Elaine S. Johnson

Deputy Recorder

By *Wanda Peterson*

Deputy

Fee, \$ 2.00

PRINTED & BOUND, POCAHONTON, IDAHO

ITEMIZED DISBURSEMENT OF FUNDS  
(Ralph O. and Twila D. Anderson)

|                                            |                   |                    |
|--------------------------------------------|-------------------|--------------------|
| TO: FARMERS HOME ADMINISTRATION            |                   | \$ 225.00          |
| First payment                              |                   |                    |
| TO: MICHAEL G. JOHNSON & NADINE P. JOHNSON |                   | 2,280.48           |
| Payoff Deed of Trust                       | \$2,250.00        |                    |
| Plus Interest                              | 55.48             |                    |
| Less fees owed Leonard Kinsford            |                   |                    |
| for Warranty Deed and Option               | 25.00             |                    |
|                                            | <u>\$2,280.48</u> |                    |
| TO: CARIBOU TITLE COMPANY                  |                   | 282.75             |
| Owner's Title Insurance Policy             | \$190.50          |                    |
| Duplicate Issue                            | 20.00             |                    |
| Mortgage Policy                            | 57.25             |                    |
| Trustee Fees                               | 10.00             |                    |
| Recording Fees:                            |                   |                    |
| Mortgage                                   | 4.00              |                    |
| Release                                    | 1.00              |                    |
|                                            | <u>\$282.75</u>   |                    |
| TO: LEONARD KINGSFORD                      |                   | 55.00              |
| Option                                     | \$20.00           |                    |
| Warranty Deed                              | 15.00             |                    |
| Deed of Trust                              | 20.00             |                    |
|                                            | <u>\$55.00</u>    |                    |
| TO: CLYDE G. NELSON, Loan Closing Attorney |                   | 146.20             |
| Base Fee                                   | \$81.20           |                    |
| Deposit Agreement                          | 5.00              |                    |
| Affidavit of Borrower                      | 5.00              |                    |
| Deed of Trust                              | 25.00             |                    |
| Promissory Note                            | 15.00             |                    |
| Settlement Statement                       | 15.00             |                    |
|                                            | <u>\$146.20</u>   |                    |
| TO: RALPH O. AND/OR TWILA D. ANDERSON      |                   | 28,600.00          |
| Deposit to Supervised Bank Account         |                   |                    |
| TOTAL FUNDS DISBURSED                      |                   | <u>\$31,589.43</u> |

## REAL ESTATE DEED OF TRUST FOR IDAHO

(Rural Housing)

THIS DEED OF TRUST is made and entered into by and between the undersigned RALPH O. ANDERSON  
and TWILA D. ANDERSON, husband and wife.

residing in Caribou County, Idaho, as grantor(s), herein  
called "Borrower," and TITLE AND TRUST COMPANY, an Idaho corporation

whose post office address is P. O. Box 2528, Boise, Idaho 83701,  
as trustee, herein called "Trustee," and the United States of America, acting through the Farmers Home Administration,  
United States Department of Agriculture, as beneficiary, herein called the "Government," and:

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory note(s) or assumption  
agreement(s), herein called "note," which has been executed by Borrower, is payable to the order of the Government,  
authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is  
described as follows:

| <u>Date of Instrument</u> | <u>Principal Amount</u> | <u>Annual Rate<br/>of Interest</u> | <u>Due Date of Final<br/>Installment</u> |
|---------------------------|-------------------------|------------------------------------|------------------------------------------|
| July 12, 1978             | \$31,200.00             | 8 %                                | July 12, 2011                            |

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the  
payment thereof pursuant to Title V of the Housing Act of 1949;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the  
Government, or in the event the Government should assign this instrument without insurance of the note, this instrument  
shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of  
the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to  
secure the Government against loss under its insurance contract by reason of any default by Borrower:

NOW, THEREFORE, in consideration of the loan(s) Borrower hereby grants, bargains, sells and conveys, to Trustee in  
Trust with power of sale the following described property situated in the State of Idaho, County(ies) of

Caribou

which said described real property is either located within an incorporated city or village or does not exceed twenty (20)  
acres regardless of its location:

Township 11 South, Range 41 East of the Boise Meridian:

Section 16: Beginning at a point 700.05 feet West of the Northeast corner of  
the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 16, and running thence West 233.35 feet;  
thence South 466.7 feet; thence East 233.35 feet; thence North  
466.7 feet, to the point of beginning.

Together with one inch of water in Trout Creek Water Company.

Subject to existing easements for roads, highways, ditches, canals, laterals and power  
and transmission lines.

Also subject to exceptions and reservations contained in patents from the United States.

Subject to the burdens incident to the inclusion of the land within the boundaries of  
Caribou County.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby, or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to costs of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, and conveying the property.

(12) Neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as beneficiary hereunder, including but not limited to the power to grant consents, partial releases, subordinations, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may extend and defer the maturity of and renew and reamortize the debt evidenced by the note or any indebtedness to the Government secured hereby, release from liability to the Government any party so liable thereon, release portions of the property from and subordinate the lien hereof, and waive any other rights hereunder, without affecting the lien or priority hereof or the liability to the Government of Borrower or any other party for payment of the note or indebtedness secured hereby, except as specified by the Government in writing.

(15) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(16) Default hereunder shall constitute default under any other real estate, or under any personal property or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should any one of the parties named as Borrower die or be declared an incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, and (d) authorize and request Trustee to foreclose this instrument and sell the property as provided by law.

(18) **WAIVER: THE BORROWER ACKNOWLEDGES AND AGREES THAT IF HE DEFAULTS A NONJUDICIAL FORECLOSURE SALE OF THE PROPERTY MAY BE CONDUCTED WITHOUT A HEARING OF ANY KIND AND WITHOUT NOTICE BEYOND THE PUBLICATION OF THE NOTICE OF SALE. THE BORROWER HEREBY WAIVES ANY RIGHTS HE MAY HAVE TO ANY SUCH HEARING AND NOTICE. NEVERTHELESS, THE REGULATIONS OF THE FARMERS HOME ADMINISTRATION IN EFFECT AT THE TIME SUCH FORECLOSURE IS STARTED MAY PROVIDE FOR NOTICE AND A MEETING AND THE GOVERNMENT WILL FOLLOW THESE REGULATIONS.**

(19) At the request of the Government, Trustee may foreclose this instrument by advertisement and sale of the property as provided by law, for cash or secured credit at the option of the Government; such sale may be adjourned from time to time without other notice than oral proclamation at the time and place appointed for such sale and correction made on the posted notices; and at such sale the Government and its agents may bid and purchase as a stranger; Trustee at his option may conduct such sale without being personally present, through his delegate authorized by him for such purpose orally or in writing and Trustee's execution of a conveyance of the property or any part thereof to any purchaser at foreclosure sale shall be conclusive evidence that the sale was conducted by Trustee personally or through his delegate duly authorized in accordance herewith.

(20) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(21) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

State Deed granted to William H. Meacham, dated August 19, 1899, recorded January 17, 1913, under recorder's instrument No. 26769, in Book 23 of Deeds, at page 88, in the records of Bannock County, Idaho. This sale was made prior to the effect date of May 8, 1923, under statute 46-701, I.C., wherein the State of Idaho reserved all minerals. Affects NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 16, aforesaid. R.A. T.A.

Subject, however, to all valid outstanding easements, rights-of way, mineral leases, mineral reservations, and mineral conveyances of record.

together with all rights, interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues and income therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, transfer, conveyance, or condemnation of any part thereof or interest therein-all of which are herein called "the property";

TO HAVE AND TO HOLD the property unto Trustee, his successors, grantees and assigns forever;

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance endorsement by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in supplementary agreement, the provisions of which are hereby incorporated herein and made a part hereof.

BORROWER for himself, his heirs, executors, administrators, successors and assigns WARRANTS the property and the title thereto unto Trustee for the benefit of the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay to the Government such fees and other charges as may now or hereafter be required by regulations of the Farmers Home Administration.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts required herein to be paid by Borrower and not paid by him when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for the account of Borrower. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government as described in this instrument, with interest, shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of his covenant to pay. Such advances, with interest, shall be repaid from the first available collections received from Borrower. Otherwise, any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby, in any order the Government determines.

(6) To use the loan evidenced by the note solely for purpose authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments lawfully attaching to or assessed against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(22) Borrower agrees that the Government will not be bound by any present or future laws, (a) providing for valuation, appraisal, homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute or limitations, (d) allowing any right of redemption or possession following any foreclosure sale, or (e) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent, dower, and curtesy.

(23) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for him will after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex or national origin, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, or national origin.

(24) This instrument shall be subject to the present regulations of the Farmers Home Administration, and to its future regulations not inconsistent with the express provision hereof.

(25) Borrower has assigned or waived or will immediately on request of the Government, assign or waive in favor of the Government all grazing privileges, permits, licenses, or leases appurtenant to or used in connection with said land, and Borrower further covenants and agrees to produce renewals thereof prior to their expiration and to pay all fees and charges and to perform all acts and do all things necessary to keep and preserve all said grazing rights and renewals thereof, and in the event of the failure of Borrower to do any of these things the Government may do so on behalf of Borrower, including advancing such sums as may be necessary for this purpose, and such funds advanced shall be secured by this instrument.

(26) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, addressed, unless and until some other address is designated in a notice so given, in the case of the Government to Farmers Home Administration, United States Department of Agriculture, Boise, Idaho 83702, and in the case of Borrower to him at the address shown in the Farmers Home Administration Finance Office records (which normally will be the same as the post office address shown above).

(27) Upon full and final payment of all indebtedness hereby secured and the performance and discharge of each and every condition, agreement and obligation, contingent or otherwise, contained herein or secured hereby, the Government shall request trustee to execute and deliver to Borrower at his above post office address a deed of reconveyance of the property within 60 days after written demand by Borrower, and Borrower hereby waives the benefits of all laws requiring earlier execution or delivery of such deed of reconveyance.

(28) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

STATE OF IDAHO } SS 97035  
County of Caribou

I Hereby certify that this instrument was filed  
at the request of Garison Title Co.

at 4:20 o'clock P M this 14 day of July

IN WITNESS WHEREOF, I have hereunto set Borrower's hand(s) and seal(s) this 12 day of

recorded in Microfilm Records

Elaine S. Johnson

Ex-Officio Recorder

Deputy

Ralph O. Anderson  
RALPH O. ANDERSON

Twila D. Anderson  
TWILA D. ANDERSON

STATE OF IDAHO  
COUNTY OF Caribou

ACKNOWLEDGMENT

ss:

On this 12 day of July, in the year of 1978, before me, the undersigned, a Notary Public in and for said State, personally appeared RALPH O. ANDERSON and TWILA D. ANDERSON, husband and wife,

known to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same as their free act and deed for the uses, purposes and consideration therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the said date.

(NOTARIAL SEAL)

Allyn R. Kelly  
Notary Public, residing at Soda Springs

My commission expires

# Warranty Deed

THIS INDENTURE, Made this 15th day of April  
in the year of our Lord One Thousand Nine Hundred and Seventy-six, between Lorette S. Hansen, a widow;  
Reid E. Hansen and Kathy Hansen, husband and wife,

of Grace, County of Caribou, State of Idaho  
the parties of the first part, and

Franklin Dee Farnsworth and Eileen M. Farnsworth, husband and wife,

of Grace, County of Caribou, State of Idaho 83241  
the parties of the second part:

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of  
TEN AND NO/100 ----- DOLLARS,  
lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt  
whereof is hereby acknowledged together with other good and valuable considerations.  
do by these presents, Grant, Bargain, Sell and Convey and Confirm unto said parties  
of the second part, and to their heirs and assigns forever: All that certain lot  
piece or parcel of land situate, lying and being in the County of Caribou, State of Idaho, bounded  
and more particularly described as follows, to-wit:

Township 11 South, Range 41 East of the Boise Meridian:

Section 16: The South 2173.3 feet of the W $\frac{1}{2}$ SW $\frac{1}{4}$ .

This conveyance shall include all rights appertenant to said premises under  
that certain pooling agreement dated December 17, 1966, recorded December 19, 1966,  
under recorder's instrument No. 59269; and is subject to the burdens imposed  
thereby.

First parties also convey herewith .8 c.f.s. of water appertenant to said  
premises said water being part of the water shown in entry No. 365 in the  
decree entered in the case of Utah Power & Light Co. vs. Last Chance Canal  
Co., et al, in the District Court for the Eastern Division of the United States  
District of Idaho, dated July 14, 1920, said water having a priority date of  
May 1. 1899.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and  
the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident  
unto the said parties of the second part, and to their heirs and assigns forever. And the said  
parties of the first part, and their heirs the said premises in the quiet and peaceable possession  
of the said parties of the second part their heirs and assigns against the said parties of the  
first part, and their heirs and against all and every person or persons whomsoever, lawfully claiming  
or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and  
seal the day and year first above written.  
Signed, Sealed and Delivered in the Presence of

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Lorette S. Hansen [Seal]  
Reid E. Hansen [Seal]  
Kathy Hansen [Seal]  
\_\_\_\_\_ [Seal]

Mail Tax Notice to:  
Franklin D. Farnsworth  
P.O. Box 161  
Grace, ID 83241

158997

THIS INSTRUMENT FILED FOR RECORD BY  
CARIBOU LAND TITLE INC. AS AN  
ACCOMMODATION ONLY. IT HAS NOT BEEN  
EXAMINED AS TO ITS EXECUTION OR AS  
TO ITS EFFECT UPON THE TITLE.

WARRANTY DEED

For Value Received JAMES D. LOFTHOUSE and LaVONNA LOFTHOUSE, formerly husband and wife, the grantors, of Grace, Caribou County, Idaho, does hereby grant, bargain, sell and convey unto FRANKLIN DEE FARNSWORTH and EILEEN FARNSWORTH, husband and wife, Grace, Caribou County, Idaho 83241, the grantees, the following described premises, to-wit:

Caribou County, Idaho:

Township 11 South, Range 41, East of the Boise Meridian:

Section 16: Beginning at a point 1317.6 feet North and East 462.50 feet from the Southwest corner of said Section 16, and running thence South 620.50 feet, more or less, to the fence;  
thence North 78°16'06" East 420 feet;  
thence North 536 feet;  
thence South 89°52'30" West 411.227 feet, more or less, to the point of beginning.  
ALSO, Beginning at a point 575.6 feet North and North 76°16'06" East 1348.16 feet from the Southwest corner of said Section 16, and running thence South 78°16'06" West 142.696 feet;  
thence North 35 feet;  
thence North 78°16'06" East 142.696 feet;  
thence South 35 feet, to the point of beginning.

SUBJECT TO a Mortgage with The Federal Land Bank of Spokane, dated April 19, 1976, recorded April 22, 1976, under recorder's instrument No. 86501, in which the buyers agrees to assume \$7,055.84 of the indebtedness for the above described Mortgage.

TOGETHER WITH 8.65% of 1/3 interest in the mainline and 5 - 3 inch sprinkler pipes and 3.45 inches of Trout Creek Water, subject to the Water Pooling Agreement between Emil M. Hansen, Allen K. Ruud and John Marvin Prescott, dated December 17, 1966, recorded December 19, 1966, under recorder's instrument No. 59269, in the records of Caribou County, Idaho.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantees, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances and that they will warrant and defend the same from all lawful claims

---

# QUIT CLAIM DEED

THIS INDENTURE, Made the 14th day of December in the year of our Lord One Thousand Nine Hundred and Eighty-two between FRANKLIN DEE FARNSWORTH and EILEEN FARNSWORTH, husband and wife, of Grace, of the County of Caribou and State of Idaho the parties of the first part, and JAMES D. LOFTHOUSE and LAVONNA LOFTHOUSE, husband and wife, of Grace, of the County of Caribou and State of Idaho, the parties of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS-----DOLLARS, lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, do by these presents demise, release and forever Quit claim unto the said parties of the second part, and to their heirs and assigns all that certain property situated in Caribou County, of the State of Idaho, particularly described as follows, to-wit:

Township 11 South, Range 41 East of the Boise Meridian:

Section 16: Beginning at the Southwest corner of said Section 16, and running  
thence North 576.6 feet;  
thence North 78°16'06" East 1348.16 feet;  
thence South 841.72 feet;  
thence West 1320 feet, more or less,  
to the point of beginning.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances unto said parties of the second part, and to their heirs and assigns forever.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

.....  
.....  
.....  
.....

Franklin Dee Farnsworth [SEAL]  
FRANKLIN DEE FARNSWORTH

Eileen Farnsworth [SEAL]  
EILEEN FARNSWORTH

..... [SEAL]

..... [SEAL]

Order No. 13816

153567

STATE OF IDAHO }  
County of Caribou }

I hereby certify that this instrument was filed at the request

of Caribou Title  
1:05 p 28  
January 1977

WARRANTY DEED

*Edie J. Galt*

62  
CT-4

THIS INDENTURE, made this 10th day of January, 1997, between JAMES D. LOPTHOUSE AND LAVONNA LOPTHOUSE, husband and wife, of Grace, Caribou County, Idaho, hereinafter called First Party, and FRANKLIN DEE FARNSWORTH AND EILEEN FARNSWORTH, husband and wife, of Grace, Caribou County, Idaho, hereinafter called Second Party:

WITNESSETH: that the said First Party, for, and in consideration of the sum of TEN DOLLARS, lawful money of the United States of America, to said First Party in hand paid by the said Second Party, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain, Sell and Convey and Confirm unto said Second Party, and to said Second Party's heirs and assigns forever: All that certain lot, piece or parcel of land situate, lying and being in the County of Caribou, State of Idaho, more particularly described as follows:

Township 11 South, Range 41 East of the Boise Meridian:

Section 16: Beginning at a point 567.6 feet North of the Southwest corner of said Section 16, and running  
thence continuing North 750 feet;  
thence East 462.50 feet;  
thence South 620.50 feet;  
thence North 78°16'06" East 733.41 feet;  
thence South 35 feet;  
thence South 78°20'25" West 1205.464 feet (record South 78°16'06" West),  
to the point of beginning.

TOGETHER with the right of ingress and egress over and across the following described tract:

Township 11 South, Range 41 East of the Boise Meridian:

Section 16: Beginning at a point 575.6 feet North and North 78°16'06" East 1348.16 feet from the Southwest corner of said Section 16, and running  
thence South 78°16'06" West 142.696 feet;  
thence North 35 feet;  
thence North 78°16'06" East 142.696 feet;  
thence South 35 feet,  
to the point of beginning.

TOGETHER with 13.83% of 1/3 interest in the mainline and eight - 3 in. sprinkler pipes AND 5.5 inches of Trout Creek Water, subject to the Water Pooling Agreement between Emil M. Hansen, Allen K. Ruud and John Marvin Prescott, dated December 17, 1966, recorded December 19, 1966, under recorder's instrument No. 59269, in the microfilm records of Caribou County, Idaho.

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Order No. 13816

153567

STATE OF IDAHO }  
County of Caribou } ss.

herby certify that this instrument was filed at the request

of Caribou Title  
for 1.05 p. 282  
January 1997

WARRANTY DEED

*Eddie Syatt*

*6<sup>00</sup>  
CT ch*

THIS INDENTURE, made this 10th day of January, 1997,  
between JAMES D. LOFTHOUSE AND LAVONNA LOFTHOUSE, husband and  
wife, of Grace, Caribou County, Idaho, hereinafter called First  
Party, and FRANKLIN DEE FARNSWORTH AND EILEEN FARNSWORTH, husband  
and wife, of Grace, Caribou County, Idaho, hereinafter called  
Second Party:

WITNESSETH: that the said First Party, for and in  
consideration of the sum of TEN DOLLARS, lawful money of the United  
States of America, to said First Party in hand paid by the said  
Second Party, the receipt of which is hereby acknowledged, does by  
these presents, Grant, Bargain, Sell and Convey and Confirm unto  
said Second Party, and to said Second Party's heirs and assigns  
forever: All that certain lot, piece or parcel of land situate,  
lying and being in the County of Caribou, State of Idaho, more  
particularly described as follows:

Township 11 South, Range 41 East of the Boise Meridian:  
Section 16: Beginning at a point 567.6 feet North of the Southwest  
corner of said Section 16, and running  
thence continuing North 750 feet;  
thence East 462.50 feet  
thence South 620.50 feet;  
thence North 78°16'06" East 733.41 feet;  
thence South 35 feet;  
thence South 78°20'25" West 1205.464 feet (record  
South 78°16'06" West),  
to the point of beginning.

TOGETHER with the right of ingress and egress over and  
across the following described tract:  
Township 11 South, Range 41 East of the Boise Meridian:  
Section 16: Beginning at a point 575.6 feet North and North  
78°16'06" East 1348.16 feet from the Southwest corner  
of said Section 16, and running  
thence South 78°16'06" West 142.696 feet;  
thence North 35 feet;  
thence North 78°16'06" East 142.696 feet;  
thence South 35 feet,  
to the point of beginning.

TOGETHER with 13.83% of 1/3 interest in the mainline and eight  
- 3 in. sprinkler pipes AND 5.5 inches of Trout Creek Water,  
subject to the Water Pooling Agreement between Emil M. Hansen,  
Allen K. Ruud and John Marvin Prescott, dated December 17, 1966,  
recorded December 19, 1966, under recorder's instrument No. 59269,  
in the microfilm records of Caribou County, Idaho.

153567

SUBJECT to Federal Land Bank of Spokane mortgage dated April 19, 1976, recorded April 22, 1976, under recorder's instrument No. 86501, in the microfilm records of Caribou County, Idaho.

TOGETHER with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident and unto the said First Party, and to their heirs and assigns forever, and the said First Party shall and will warrant and by these present forever defend.

IN WITNESS WHEREOF, the said First Party has hereunto set their hands and seals, the day and year first above written.

  
JAMES D. LOFTHOUSE

  
LAVONNA LOFTHOUSE

STATE OF IDAHO       )  
                              : ss.  
County of Caribou )

On this 22 day of January, 1997, before me the undersigned, a Notary Public in and for said County and State, personally appeared JAMES D. LOFTHOUSE AND LAVONNA LOFTHOUSE, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.



  
NOTARY PUBLIC FOR STATE OF IDAHO  
Residing at Boise, Idaho.  
My commission expires: 10-13-99

Never filed They had the name wrong this should have read our name first and James  
on the other one

# QUIT CLAIM DEED

RECEIVED

MAR 13 2012

Department of Water Resources  
Eastern Region

THIS INDENTURE, Made the 14th day of December in the year of our Lord  
One Thousand Nine Hundred and Eighty-two between JAMES D. LOFTHOUSE and  
LAVONNA LOFTHOUSE, husband and wife, of Grace, of the County of Caribou  
and State of Idaho the parties of the first part, and FRANKLIN DEE FARNSWORTH and  
EILEEN FARNSWORTH, husband and wife, of Grace, of the County of Caribou  
and State of Idaho, the parties of the second part,

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of  
TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS-----  
lawful money of the United States of America, to them in hand paid by the said parties of the second part, the  
receipt whereof is hereby acknowledged, do by these presents demise, release and forever Quit claim unto the said  
parties of the second part, and to their heirs and assigns  
all th at certain property situated in  
Caribou County, of the State of Idaho, particularly described as follows, to-wit:

Township 11 South, Range 41 East of the Boise Meridian:

Section 16: Beginning at a point 567.6 feet North of the Southwest  
corner of said Section 16, and running  
thence North 1605.7 feet;  
thence East 1320 feet;  
thence South 1331.58 feet;  
thence South 78°16' West 1348.16 feet,  
to the point of beginning.

together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging, or in anywise  
appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances unto said  
parties of the second part, and to their heirs and assigns forever.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and  
seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

.....  
.....  
.....  
.....

James Lofthouse [SEAL]  
JAMES D. LOFTHOUSE  
Lavonna Lofthouse [SEAL]  
LAVONNA LOFTHOUSE  
[SEAL]  
[SEAL]

# Warranty Deed

THIS INDENTURE, Made this 14th day of December  
in the year of our Lord One Thousand Nine Hundred and Eighty-two, between

FRANKLIN DEE FARNSWORTH and EILEEN FARNSWORTH, husband and wife,  
of Grace, County of Caribou, State of Idaho,  
the parties of the first part, and

JAMES D. LOFTHOUSE and LAVONNA LOFTHOUSE, husband and wife,  
of Grace, County of Caribou, State of Idaho,  
the parties of the second part:

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of  
FORTY FIVE THOUSAND AND NO/100-----DOLLARS,  
lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt  
whereof is hereby acknowledged

, do by these presents, Grant, Bargain, Sell and Convey and Confirm unto said parties  
of the second part, and to their heirs and assigns forever: All th at certain lot  
piece or parcel of land situate, lying and being in the County of Caribou State of Idaho, bounded  
and more particularly described as follows, to-wit:

Township 11 South, Range 41 East of the Boise Meridian:

Section 16: Beginning at a point 567.6 feet North of the Southwest  
corner of said Section 16, and running  
thence North 1605.7 feet;  
thence East 1320 feet;  
thence South 1331.58 feet;  
thence South 78°16' West 1348.16 feet,  
to the point of beginning.

Together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and  
the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges thereunto incident  
unto the said parties of the second part, and to their heirs and assigns forever. And the said  
parties of the first part, and their heirs the said premises in the quiet and peaceable possession  
of the said parties of the second part their heirs and assigns against the said parties of the  
first part, and their heirs and against all and every person or persons whomsoever, lawfully claiming  
or to claim the same, shall and will warrant and by these presents forever defend.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and  
seals the day and year first above written.  
Signed, Sealed and Delivered in the Presence of

FRANKLIN DEE FARNSWORTH

EILEEN FARNSWORTH

## ESCROW AGREEMENT

To Caribou Title Company

P.O. Box 915

Soda Springs, Idaho 83276

(Address)

The undersigned, Franklin Dee Farnsworth and Eileen Farnsworth, husband and wife,  
Grace, Idaho, 83241

hereinafter called "Grantor," and James D. Lofthouse and LaVonna Lofthouse, husband and wife,  
Grace, Idaho, 83241,

hereinafter called "Grantee," herewith deliver to you in escrow the documents and property hereinafter described, to be held and disposed of by you in accordance with the instructions and upon the terms herein set forth, and not otherwise, to all of which the undersigned hereby agree. Said documents and property are described as follows:

Copy of Contract, dated \_\_\_\_\_

Warranty Deed

Quit Claim Deed (Lofthouse to Farnsworth)

Quit Claim Deed (Farnsworth to Lofthouse)

Bill of Sale

## WARRANTY DEED

For Value Received

JAMES D. LOFTHOUSE and LAVONNA LOFTHOUSE formerly husband and wife,  
the grantors, do hereby grant, bargain, sell and convey unto

LYLE PAUL SHUPE and DEBRA P. SHUPE, husband and wife,

of 2322 Lago Liberty Rd. Grace, ID 83241, the grantees, the  
following described premises, to-wit;

Caribou County, Idaho:

Township 11 South, Range 41 East of the Boise Meridian:  
Section 16: Beginning at a point 567.6 feet North of the Southwest  
corner of said Section 16, and running  
thence North 1605.7 feet;  
thence East 1320 feet;  
thence South 1331.58 feet;  
thence South 78°16'06" West 1348.16 feet,  
to the point of beginning.

\* EXCEPT THEREFROM Beginning at a point 567.6 feet North of the  
Southwest corner of said Section 16, and running  
thence continuing North 750 feet;  
thence East 462.50 feet;  
thence South 620.50 feet;  
thence North 78°16'06" East 733.41 feet;  
thence South 35 feet;  
thence South 78°20'25" West 1205.464 feet (record South 78°16'06"  
West),  
to the point of beginning.

ALSO, EXCEPT THEREFROM Beginning at a point 1317.6 feet North  
and East 462.50 feet from the Southwest corner of said Section 16,  
and running  
thence South 620.50 feet, more or less, to the fence;  
thence North 78°16'06" East 420 feet;  
thence North 536 feet;  
thence South 89°52'30" West 411.227 feet, more or less,  
to the point of beginning.

\* ALSO, EXCEPT THEREFROM, Beginning at a point 575.6 feet North  
and North 76°16'06" East 1348.16 feet from the Southwest corner of  
said Section 16, and running  
thence South 78°16'06" West 142.696 feet;  
thence North 35 feet;  
thence North 78°16'06" East 142.696 feet;  
thence South 35 feet,  
to the point of beginning.

ALSO INCLUDING, a 1986 28 X 66 foot Fleetwood mobile home,  
Serial No. SIDFIBF2AE491308991.

Subject to a verbal irrigation water line to Dee Farnsworth  
along the east boundary of the property being sold as per the

Earnest Money Agreement between the parties hereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

James D. Lofthouse  
JAMES D. LOFTHOUSE

LaVonna Lofthouse  
LAVONNA LOFTHOUSE

STATE OF IDAHO )  
: ss.  
County of Caribou )

On this 15th day of September, 2003, before me the undersigned, a notary public in and for said County and State, personally appeared James D. Lofthouse known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

**CARLA HALE  
NOTARY PUBLIC  
STATE OF IDAHO**

STATE OF IDAHO )  
: ss.  
County of Caribou )

On this 15th day of September, 2003, before me the undersigned, a notary public in and for said County and State, personally appeared LaVonna Lofthouse known or identified to me to be a person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

Carla Hale  
NOTARY PUBLIC FOR THE STATE OF IDAHO  
Residing at: Soda Springs, Idaho  
My commission expires: 12/12/08

**CARLA HALE  
NOTARY PUBLIC  
STATE OF IDAHO**

Carla Hale  
NOTARY PUBLIC FOR THE STATE OF IDAHO  
Residing at: Soda Springs, Idaho  
My commission expires: 12/12/08

STATE OF IDAHO } ss 169463  
County of Caribou }  
I hereby certify that this instrument was filed at the request  
of Caribou Title  
at 10:15 o'clock a m this 16 day of  
September, 2003 in my office and duly  
recorded official Records  
Recorder Edie Bush  
Denise Dunsley  
Signature Deputy 600

169463

Instrument # 184862

CARIBOU COUNTY

3-15-2010 09:58:52 No. of Pages: 2

Recorded for : LYLE SHUPE

VEDA MASCARENAS

Ex-Officio Recorder Deputy S. Rogers Fee: 6.00

Index to: CORRECTED WARRANTY DEED

WARRANTY DEED

For Value Received

JAMES D. LOFTHOUSE and LAVONNA LOFTHOUSE formerly husband and wife,  
the grantors, do hereby grant, bargain, sell and convey unto  
LYLE PAUL SHUPE and DEBRA P. SHUPE, husband and wife,  
of 333 Lago Liberty Rd. Grace, ID 83241, the grantees, the  
following described premises, to-wit;

Caribou County, Idaho:

Township 11 South, Range 41 East of the Boise Meridian:  
Section 16: Beginning at a point 567.6 feet North of the Southwest  
corner of said Section 16, and running  
thence North 1605.7 feet;  
thence East 1320 feet;  
thence South 1331.58 feet;  
thence South 78°16'06" West 1348.16 feet,  
to the point of beginning.

EXCEPT THEREFROM Beginning at a point 567.6 feet North of the  
Southwest corner of said Section 16, and running  
thence continuing North 750 feet;  
thence East 462.50 feet;  
thence South 620.50 feet;  
thence North 78°16'06" East 733.41 feet;  
thence South 35 feet;  
thence South 78°20'25" West 1205.464 feet (record South 78°16'06"  
West),  
to the point of beginning.

ALSO, EXCEPT THEREFROM Beginning at a point 1317.6 feet North  
and East 462.50 feet from the Southwest corner of said Section 16,  
and running  
thence South 620.50 feet, more or less, to the fence;  
thence North 78°16'06" East 420 feet;  
thence North 536 feet;  
thence South 89°52'30" West 411.227 feet, more or less,  
to the point of beginning.

ALSO, EXCEPT THEREFROM, Beginning at a point 575.6 feet North  
and North 76°16'06" East 1348.16 feet from the Southwest corner of  
said Section 16, and running  
thence South 78°16'06" West 142.696 feet;  
thence North 35 feet;  
thence North 78°16'06" East 142.696 feet;  
thence South 35 feet,  
to the point of beginning.

ALSO INCLUDING, a 1986 28 X 66 foot Fleetwood mobile home,  
Serial No. SIDFIBF2AE491308991.

Subject to a verbal irrigation water line to Dee Farnsworth  
along the east boundary of the property being sold as per the

Earnest Money Agreement between the parties hereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that said premises are free from all encumbrances and that they will warrant and defend the same from all lawful claims whatsoever.

James D. Lofthouse  
JAMES D. LOFTHOUSE

LaVonna Lofthouse  
LAVONNA LOFTHOUSE

STATE OF IDAHO )  
: ss.  
County of Caribou )

On this 15th day of September, 2003, before me the undersigned, a notary public in and for said County and State, personally appeared James D. Lofthouse known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

**CARLA HALE  
NOTARY PUBLIC  
STATE OF IDAHO**

STATE OF IDAHO )  
: ss.  
County of Caribou )

On this 15th day of September, 2003, before me the undersigned, a notary public in and for said County and State, personally appeared LaVonna Lofthouse known or identified to me to be a person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

**CARLA HALE  
NOTARY PUBLIC  
STATE OF IDAHO**

Carla Hale  
NOTARY PUBLIC FOR THE STATE OF IDAHO  
Residing at: Soda Springs, Idaho  
My commission expires: 12/12/08

Carla Hale  
NOTARY PUBLIC FOR THE STATE OF IDAHO  
Residing at: Soda Springs, Idaho  
My commission expires: 12/12/08

77.52% of 1/3  
Together with 12/8 interest in  
the mainline & 8 3in spinkler  
\*23.05 pipe & 26.5 inches of Trout  
Creek Water, Subject to the  
water pooling agreement  
recorded 12-19-66 as Instrument  
No. 59269 records of Caribou  
County.

STATE OF IDAHO } ss 169463  
County of Caribou }  
I hereby certify that this instrument was filed at the request  
of Caribou Title  
at 10:15 o'clock a m this 16 day of  
September, 2003 in my office and duly  
recorded official Records  
Recorder Edie Bush  
Denise Dussley  
Signature Deputy 600



For Value Received

JACI BUCK, as Personal Representative of the Estate of Adriaan Johan Blok, Jr., Deceased, and JACI BUCK, as Personal Representative of the Estate of Sharron Ray Bromley, Deceased,

the grantor, does hereby grant, bargain, sell and convey unto

LEON E. ANDERSON AND CHARLEENA RAE ANDERSON, husband and wife,

of 2309 Bench Lago Road, Grace, Idaho 83241, the grantees, the following described premises, to-wit:

Caribou County, Idaho:

Township 11 South, Range 41 East of the Boise Meridian:

Section 16: Beginning at the Northwest corner of the SW $\frac{1}{4}$  of said Section 16, and running  
thence East 386.6 feet; thence South 466.7 feet;  
thence West 386.6 feet; thence North 466.7 feet,  
to the point of beginning.

EXCEPT THEREFROM, any portion lying within the right of way of County Roads.

TOGETHER WITH 2 mobile homes located on said premises.

ALSO, TOGETHER WITH, a cullinary water hook up for the home from Trout Creek, and all irrigation water rights in Trout Creek Irrigation Company, and any other water rights that may be appurtant thereto.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantees, their heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantees, that she is the owner in fee simple of said premises; that said premises are free from all encumbrances and that she will warrant and defend the same from all lawful claims whatsoever.

ESTATE OF ADRIAAN JOHAN BLOK, JR.  
Deceased.

By: *[Signature]* Personal Representative  
JACI BUCK, Personal Representative

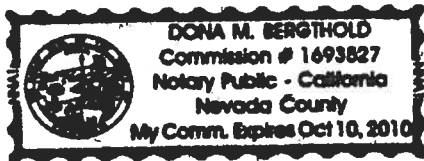
By: *[Signature]* Personal Representative  
JACI BUCK, Personal Representative

Notary Acknowledgement Attached

STATE OF CALIFORNIA )

County of Nevada ) ss.

On this 10th day of January, 2008, before me the undersigned, a notary public in and for said County and State, personally appeared Jaci Buck, known or identified to be the person whose name is subscribed to the within instrument as the personal representative of the estate of Adriaan Johan Blok, Jr, Deceased, and of the estate of Sharron Ray Bromley, Deceased, and acknowledged to me that she executed the same as such personal representative.



  
NOTARY PUBLIC  
Residing at: How Valley, CA 95945  
My commission expires: 10-10-2010

143096

## WARRANTY DEED

For Value Received

Dale and Ileene L. Peterson

the grantors do hereby grant, bargain, sell and convey unto

Ronald Lee Hamm

whose current address is Box 126, Paradise, Utah

the grantee, the following described premises, in Caribou County Idaho, to wit:

Township 11 South Range 41 East of the Boise Meridian:

Section 16: SE $\frac{1}{4}$  SW $\frac{1}{4}$ , EXCEPT THEREFROM, Beginning at a point 300 feet East of the Southwest corner of the SE $\frac{1}{4}$  SW $\frac{1}{4}$  of said Section 16, and running thence North 150 feet; thence West 200 feet; thence South 150 feet; thence East 200 feet, to the point of beginning.

ALSO EXCEPT THEREFROM, that portion of land in the NW $\frac{1}{4}$  SE $\frac{1}{4}$  SW $\frac{1}{4}$  lying Northwest of the center of Middle Fork of Trout Creek.

ALSO EXCEPT THEREFROM, that portion of land in the SE $\frac{1}{4}$  SE $\frac{1}{4}$  SW $\frac{1}{4}$  lying South of the right of way road to Trout Creek spring, containing 1.5 Acres M/L.

Together with the following decreed water in Middle Fork of Trout Creek, to-wit: .8 cfs 5-1-1885

771A

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, heirs and assigns forever. And the said Grantors do hereby covenant to and with the said Grantee, that they are the owners in fee simple of said premises; that they are free from all incumbrances

and that they will warrant and defend the same from all lawful claims whatsoever.

Dated:

Dec. 9, 1980

x Dale Peterson

Dec. 9, 1980

x Ileene L. Peterson

STATE OF ~~OREGON~~ WASHINGTON, COUNTY OF WASHINGTON  
On this nineteenth day of December 1980,  
before me, a notary public in and for said State, personally  
appeared Dale Peterson and  
Ileene L. Peterson

known to me to be the persons whose names  
subscribed to the within instrument, and acknowledged to  
me that they executed the same.

Kym McEwen  
Notary Public  
Residing at Portland, Oregon  
Comm. Expires Nov. 23, 1984

STATE OF IDAHO }  
County of Caribou }  
I hereby certify that this instrument was filed at the request  
of De. Ronald Hamm  
at 3:55 o'clock P on this 25th day of  
February 1982. In my office and duly  
recorded in Microfilm Records microfilm  
Rebecca A. Jenkins  
Stephanie Lansberry  
Ex-Officio Recorder Deputy

Furnished by the AMERICAN LAND TITLE CO.

# WARRANTY DEED

143097

Date and Ilene L. Peterson

grantors of Sherwood  
CONVEY and WARRANT to

County of

State of Oregon hereby

Ronald Lee Hamm

grantee of Lago, Idaho  
for the sum of TEN dollars and other valuable consideration  
the following described tract of land in Caribou

County, State of Idaho

Township 11 South Range 41 East of the Boise Meridian

Section 16: That portion of land in the NW 1/4 SE 1/4 SW 1/4 lying Northwest of  
the center of Middle Fork of Trout Creek.

Together with the following decreed water in Middle Fork  
of Trout Creek, to-wit: .15 cfs 5-1-1899

Subject to a Federal Land Bank Mortgage and a Real Estate Contract currently  
in effect.

WITNESS, the hand of said grantors, this

12<sup>th</sup> day of January

A. D. 1983

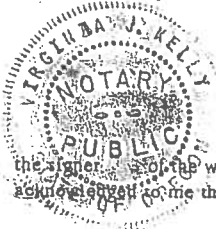
Signed in the presence of

*Dale Peterson*

*Ilene L. Peterson*

STATE OF OREGON  
County of Clackamas, ss.

On the 12<sup>th</sup> day of January  
A. D. 1983 personally appeared before me



the signer of the within instrument, who duly  
acknowledged to me that he executed the same.

*Virginia O. Kelly*

## RECORDING DATA

Entry No.

Fee \$

RECORDED ☐ INDEXED ☐  
PLATTED ☐ ABSTRACTED ☐  
COMPARED ☐ DELIVERED ☐

STATE OF IDAHO } ss  
County of Caribou }

I hereby certify that this instrument was filed at the request  
of *Ronald Lee Hamm*

at 3:55 o'clock P. M. this 25<sup>th</sup> day of

February 1983 In my office and duly

recorded in fileroll film Record *microfilm*  
Rebecca A. Jenkins

## Warranty Deed

THIS INDENTURE, Made this 31st day of August  
in the year of our Lord One Thousand Nine Hundred and Seventy-seven, between  
Reid E. Hansen and Kathy Hansen, husband and wife,  
of Grace, County of Caribou, State of Idaho  
the parties of the first part, and

Michael G. Johnson and Nadine P. Johnson, husband and wife,  
of Dayton, County of Franklin, State of Idaho  
the parties of the second part:

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of  
FOUR THOUSAND FIVE HUNDRED AND NO/100- - - - - DOLLARS,  
lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt  
whereof is hereby acknowledged

, do by these presents, Grant, Bargain, Sell and Convey and Confirm unto said parties  
of the second part, and to their heirs and assigns forever: All that certain lot  
piece or parcel of land situate, lying and being in the County of Caribou State of Idaho, bounded  
and more particularly described as follows, to-wit:

Township 11 South, Range 41 East of the Boise Meridian:

Section 16: Beginning at a point 466.7 feet West of the Northeast corner of the  
Northwest  $\frac{1}{4}$  Southwest  $\frac{1}{4}$  of said Section 16, and running  
thence West 466.7 feet; thence South 466.7 feet;  
thence East 466.7 feet; thence North 466.7 feet,  
to the point of beginning.

Together with one miner's inch of water of Trout Creek having  
a priority date of May 1, 1885, and covered by Entry No. 365 in the Decree in  
the District Court of the United States for the District of Idaho, Eastern  
Division, in the Case of Utah Power & Light Company, plaintiff vs. The Last  
Chance Canal Company, Limited, et al, Defendants, which Decree is recorded in  
Book 1 of Deeds at page 188, under recorder's instrument No. 1698, records of  
Caribou County, Idaho.

Together with all and singular, the covenants, hereditaments and appurtenances therunto belonging or in anywise appertaining, and  
the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances and privileges therunto incident  
unto the said parties of the second part, and to their heirs and assigns forever. And the said  
parties of the first part, and their heirs the said premises in the quiet and peaceable possession  
of the said parties of the second part their heirs and assigns against the said parties of the  
first part, and their heirs and against all and every person or persons whomsoever, lawfully claiming  
or to claim the same, shall and lawfully warrant and by these presents forever defend

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and  
seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

\_\_\_\_\_  
REID E. HANSEN [Seal]

\_\_\_\_\_  
KATHY HANSEN [Seal]

\_\_\_\_\_  
[Seal]

\_\_\_\_\_  
[Seal]



**Aaron V Cook**  
**Caribou County Assessor**  
159 S MAIN STREET  
SODA SPRINGS, ID 83276  
acook@co.caribou.id.us

Parcel Description:  
TR 233.35'X466.7' N1/2NW1/4  
SW1/4 2.5 AC. SEC 16, T11SR41E

JOHNSON MICHAEL G  
2315 BENCH LAGO ROAD  
GRACE ID 83241-0000

**2011**  
**ASSESSMENT NOTICE**

THIS IS NOT A BILL.  
DO NOT PAY.

For any questions, please notify the Assessor's Office immediately.  
Assessor's Telephone Number: **(208) 547-4749**

Parcel Address: 2315 BENCH LEGO RD  
GRACE ID 83241-0000

Appeals of your property value must be filed in  
writing, on a form provided by the county, by:  
**JUNE 27, 2011**

Tax Code Area: 11-11

Parcel Number: **RL4151D**

**ASSESSED VALUE OF YOUR PROPERTY**

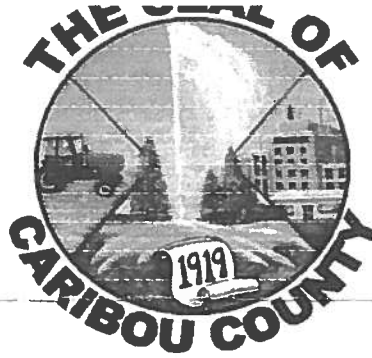
| CATEGORY AND DESCRIPTION           | CURRENT YEAR ACRES | LAST YEAR VALUE | CURRENT YEAR VALUE |
|------------------------------------|--------------------|-----------------|--------------------|
| 12 RURAL RESIDENTIAL TRACT         | 2.500              | 12,550          | 14,200             |
| 32 RURAL IMPROVEMENT               |                    | 380             | 480                |
| 34 RURAL RES TRACT IMPROVEMENT     |                    | 57,190          | 69,915             |
| <b>SUBTOTAL:</b>                   | <b>2.500</b>       | <b>70,120</b>   | <b>84,595</b>      |
| <b>LESS HOMEOWNERS EXEMPTION:</b>  |                    | <b>-32,595</b>  | <b>-41,208</b>     |
| <b>NET TAXABLE PROPERTY VALUE:</b> |                    | <b>37,525</b>   | <b>43,387</b>      |

These values may not include personal property values. Taxes are based on the values shown on this Notice and on the Budgets of the taxing districts.

**TAXING DISTRICT INFORMATION**

| TAXING DISTRICTS                                             | DISTRICT<br>TELEPHONE NUMBER                                         | DATE OF PUBLIC<br>BUDGET HEARING                                                                               |
|--------------------------------------------------------------|----------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|
| COUNTY<br>SCHOOL DIST #148<br>LAGO CEMETERY<br>GRACE LIBRARY | (208) 547-4324<br>(208) 425-3984<br>(208) 427-6674<br>(208) 425-3695 | Tuesday, September 06, 2011<br>Wednesday, June 08, 2011<br>Wednesday, June 15, 2011<br>Monday, August 29, 2011 |

OFFICE OF THE  
**TREASURER**  
159 South Main  
PO Box 507  
Soda Springs, ID 83276  
(208) 547-3726  
Fax (208) 547-2140



**DIANE CRAWFORD**  
*Treasurer*  
*Ex-Officio Tax Collector*  
*Public Administrator*

**SHANON ASHLEY**  
*Chief Deputy*

1864 - HOME OF IDAHO'S OLDEST AND YOUNGEST COUNTY SEAT - 1919

## **WATER MASTER TAX 2011**

Water District **# 13-Q**

Invoice: **#15**

Water Tax Due: **\$10.00**

Date due: June 20, 2011

April 26, 2011

Mike Johnson  
2315 Bench Lago Rd.  
Grace, ID 83241

Idaho Code 42-613:

"The County Treasurer shall mail a notice to each ditch, canal company, irrigation district or other water user the amount designated on said Water Districts approved budget for the distribution of water and other expenses of said district which amount shall be **due and payable by June 20, 2011** and if not paid shall bear interest at the rate of one (1) percent per month until paid."

**Total Amount Due: \$10.00**

Make check payable to:

Diane Crawford, Treasurer  
P.O. Box 507  
Soda Springs, ID 83276

Retain this portion for your records!

# QUITCLAIM DEED

FOR VALUE RECEIVED

Neal Kelly and Kathryn Kelly, (aka Niel Kelly and Katherine Kelly) husband and wife of 3288 Monte Vista, Torrington, WY 82240, **Grantors**, do by these presents remise, release and forever QUITCLAIM, unto Richard B. Campbell, a single man, of 299 Lago-Liberty Road, Grace, Idaho 83241 **Grantee**, a one-half interest, as tenants in common, of the following described premises, to wit:

Caribou County, Idaho:

Township 11 South, Range 41 East of the Boise Meridian:

**Instrument # 179093**

CARIBOU COUNTY

2007-09-14

10:46:24 No. of Pages: 1

Recorded for : RICHARD CAMPBELL

VEDA MASCARENAS

Fee: 3.00

Ex-Officio Recorder Deputy T. Stephens  
Index to QUITCLAIM DEED

Section 21: NW¼. EXCEPT THEREFROM, Beginning at a point 800 feet East of the Northwest corner of the NE¼NW¼, of said Section 21, and running thence South 100 feet; thence East 100 feet; thence North 100 feet; thence West 100 feet, to the point of beginning.

TOGETHER with all and singular, the tenements, hereditaments and appurtenances and privileges thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof.

TO HAVE AND TO HOLD, all and singular the said premises, together with the appurtenances and privileges thereunto incident unto the said **Grantee**, Richard B. Campbell, his heirs and assigns forever.

DATED this 30 day of August, 2007.

Neal E. Kelly  
Neal Kelly

Kathryn Kelly  
Kathryn Kelly

STATE OF WYOMING     )  
                                      : ss  
County of Goshen         )

On this 30 day of August, 2007, before me, the undersigned Notary Public, personally appeared Neal Kelly and Kathryn Kelly, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Kenda Knudsen  
NOTARY PUBLIC FOR WYOMING  
Residing at Goshen Co.  
Comm. Expires: 9/05/2007